K/C - 8

Government of Karnataka

Office of Bengaluru Solid waste Management limited

REQUEST FOR PROPOSALS

Conducting Survey of Waste Generator and Conducting Digital Mapping for all 198 wards.

OFFICE OF THE DEPUTY GENERAL MANAGER-1,
Bengaluru Solid Waste Management Limited
1st Floor, UNI Building, Thimmaiah Road, Vasantha Nagar,
BANGALORE – 560 052

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SECTION 1. LETTER OF INVITATION

The Deputy general Manager-2 on behalf of Managing Director, BSWML invites Proposal for "**Conducting Survey of Waste Generator and Conducting Digital Mapping for all 198 wards"** to provide the following Consulting Services The selected Agency shall undertake the following key activities:

Design of survey form

The selected Agency shall be responsible to design a detailed structured questionnaire to capture required attributes / data. Based on the approval received from BSWML, the agency shall initiate the survey process.

Development of GIS Based application and web-portal

The selected Agency shall be responsible to create and develop the GIS based application for data collection and a linked web-portal/dashboard where the data collected can be collated and analyzed. For this, the agency shall undertake the following activities.

More details on the Services are provided in the attached Terms of Reference.

1. The Consultant will be selected under Least Cost Selection (LCS) procedures described in this RFP.

2. The RFP includes the following documents:

Section 1 - Letter of Invitation Section
2 - Information to Consultants
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract.

6. The RFP is open to all the eligible Consultants. The details of request for proposal for selection of Project Management Consultants (PMC) is as follows:

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BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-1,BSWML, 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 052

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No:DGM-1/BSWML/TEND/ 09 /2024-25 Date: 04.12.2024.

Short Term Tender Notification
(Only through GOK KPP Portal Only)

The Deputy General Manager-1, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru invites bids from eligible bidders for the works. The details of the short term tender is as below

Sl. No.	Name of the work	Appx. Amount put to bid (Rs. In Lakhs) (Excluding GST)
01.	Supply, Construction, Installation, Commissioning and Maintenance for a period of 60 months of Dry Waste Collection Centre Equipments & facilities at 12 DWCCs (Pkg-1 Shubra Bengaluru Grants) Call-2	1628.40
02.	Supply, Construction, Installation, Commissioning and Maintenance for a period of 60 months of Dry Waste Collection Centre Equipments & facilities at 10 DWCCs (Pkg-2, 15th Finance Grants) Call-2	1357.00
03.	"Conducting Survey of Waste Generator (Block Mapping) and Conducting Digital Mapping along with State of SWM Study with recommendations for all 198 wards. Call-3"	424.43

Tender Pre Bid meeting	16.12.2024 at 15:00 hrs at above mentioned office
Last Date of Receipt of Tender	26.12.2024 at 16:00 hrs
Opening of Technical Bid	27.12.2024 at 16:30 hrs

More details can be downloaded from website - https://kppp.karnataka.gov.in

Sd/-
Deputy General Manager -1
BSWML

K/C – 8 lakhs Firm/Org./NGO/LCS-Lumpsum/ More than 10

The method of selection for Project Management Consultants shall be **Least cost selection method** in 2 stage system namely Technical and Financial. The Consultancy firms interested to participate in selection of Project Management Consultants for **Conducting Survey of Waste Generator and Conducting Digital Mapping for all 198 wards."** must satisfy the following conditions.

1) The firm must have experience in the field of Software Development & Survey activity for last 5 years providing services for State Government and their undertaking agencies.
2) Consultancy firm should have achieved an average annual financial turnover of Rs.900.00 lakhs from 2019-2020 to 2023-24 of any two financial year. Proof of I.T. returns and balance sheet to be enclosed duly certified by the chartered accountant.
3) Consultants must have well-established office from past 5 years and should have in experience in Software Development and Surveying Activity. The Company /firm ofiice should be in Bangalore limits only, or else before entering into the agreement / work order the consultants has to establish office in Bangalore, with in 20days after issuing LOA.
4) Liquid assets and /or availability of credit facilities of not less than Rs.135.00 lakhs (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.
5) Consultants for any State Government/ Central Government should have carried out Software Development & Survey activity for works of value not less than the Rs.360.00 lakhs in work in the last 05 years (i.e.,2019-20 to 2023-24).

(**Note**: *Financial Turnover and work done values of previous years (2019-20, 2020-21 , 2021-22,2022-23 and 2023-24) shall be given a weight of 10% per year to bring them to the price level of the financial Year in which the tenders are invited (2023-24).)*

The client will carry out the evaluation of proposals of only the consulting firms who satisfy the above criteria on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score (Ts). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Interested Consultants/Firms may submit their Request for proposals (RFP) for **Conducting Survey of Waste Generator and Conducting Digital Mapping for all 198 wards** and requisite EMD electronically through Karnataka public procurement portal platform at https://kppp.karnataka.gov.in/. Calendar of events are as follows:

1. Last date for submission of RFP Document : as notified in the Karnataka public procurement portal
2. Date of opening of technical proposals : as notified in the Karnataka public procurement portal
3. Date of opening of financial proposals : as notified in Karnataka public procurement portal

4. Earnest money deposit : Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.3,25,000/- by Bank Guarantee/FDR issued by Nationalized/Scheduled Bank

Postponement of calendar of events (if any) is only through Karnataka public procurement portal and will not be published in newspapers. /-

Deputy General Manager-2
BSWML

SECTION 2. INFORMATION TO CONSULTANTS[1]

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrangefor their visit or to obtain additional information on the pre-proposal conference. Consultants shouldensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work,and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed toestablish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the pre conference date. Any request for clarification must be sent in writing by electronic mail / e-procurement/ post to the Client's address indicated in the Data Sheet. The Client will respond to such requests and will post the copies of the response (including an explanation of the query but without identifying the source of inquiry) on KPP portal only.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be posted on e-procurement portal only and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contractamount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working

for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extendthe validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 Interested bidders shall login to https://kppp.karnataka.gov.in/#/portal/portal-home and follow the procedures and guideline given there or call the e-proc help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

4.2 Downloading of tender documents, submission of proposal all will be through Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in/#/portal/portal-home under login for Contractors. Consultants must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

4.3 EMD

4.3.1 The Consultants are requested to submit EMD as indicated in the KPP portal along with the Technical Bid.

4.3.2 The Consultant can pay the Earnest Money Deposit (EMD) in the KPP portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

4.3.3 The supplier/consultant's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the supplier/Consultant taking into account the following conditions:

(a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or

Bank Guarantee) and will be maintained in the Govt.'s central pooling account at designated Bank until the contract is closed.

(b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Consultants to ensure that payment through NEFT reaches Payment to Government of Karnataka designated Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of Karnataka Public Procurement, Government of Karnataka and submit to designated Bank before bid submission time and update the transaction reference in e-Procurement portal.

For details on e-Payment services refer to KPP portal for more details on the process.

14.3.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, a earnest money deposit in the amountas specified in Section-V - Schedule of Requirements.(EMD payment through KPPP only)

14.3.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

14.3.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

(a) At the tenderer's option, be in the form of either a certified check, letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India or specified small savings instruments;

(b) Be substantially in accordance with one of the form of earnest money deposit included in Section VIII or other form approved by the Purchaser prior to tender submission;(Deleted)

(c) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;

(d) Be submitted in its original form; copies will not be accepted; and

(e) Remain valid for a period of 45 days **beyond** the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

14.3.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

14.3.5 Unsuccessful Tenderer's tender securities will be discharged/returned as promptly as possible but not later than30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause14.

14.3.6 The successful Tenderer's tender security will be discharged upon the Tenderer signing the Contract, pursuantto ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

4.4 The original Proposal (Technical Proposal and Financial Proposal; see para 2.1.2) shall be prepared as per RFP document.

4.5 An authorized representative of the Consultant shall digitally sign the Proposal in e-procurement. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.6 The Bidder shall submit the bids separately i.e., Technical and Financial electronically online in Government of Karnataka Public Procurement portal.

4.7 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on KPP portal.

4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

4.9 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through e-procurement portal only and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.

4.10 The earnest money deposit of unsuccessful Consultant will be returned after the award of proposal to the successful consultant.

4.11 The earnest money deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Agreement.

4.12 The earnest money deposit may be forfeited:

(a) if the consultant withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;
(b) if the Consultant does not accept the correction of the contract Price, pursuant to Clause 4.5; or
(c) in the case of a successful Consultant, if the Consultant fails within the specified time limit to (i) furnish the required Security deposit ; or
(ii) sign the Agreement.

(d) in case of consultant submitting fake documents such as Annual financial turn over, work done certificate etc., relevant to the proposal.

5 PROPOSAL EVALUATION

5.1 From the time the proposals are opened to the time the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet.

The Technical bids of only the firms satisfying the following criteria will be evaluated:

1) The firm must have experience in the field of Software Development / Survey activity for last 5 years providing services for State Government and their undertaking agencies.
2) Consultancy firm should have achieved an average annual financial turnover of Rs.900.00 lakhs from 2019-2020 to 2023-24 of any two financial year. Proof of I.T. returns and balance sheet to be enclosed duly certified by the chartered accountant.
3) Consultants must have an well-established office from past 5 years and should have in experience in Software Development the Company /firm/laboratory should be in Bangalore limits only, or else before entering into the agreement / work order the consultants has to establish office in Bangalore, with in 20days after issuing LOA.
4) Liquid assets and /or availability of credit facilities of not less than Rs.135.00 lakhs (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.
5) Consultants for any State Government/ Central Government should have carried out Software Development / Survey activity for
   (i) works of value not less than the Rs.360.00 lakhs in work in the last 05 years (i.e.,2019-20 to 2023-24).

(Note: Financial Turnover and work done values of previous years (,2019-20, 2020-21 , 2021-22,2022-23 and 2023-24) shall be given a weight of 10% per year to bring them to the price level of the financial Year in which the tenders are invited (2023-24).)

The client will carry out the evaluation of proposals of only the consulting firms who satisfy the above criteria on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score (Ts). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the technical evaluation is completed, the Client shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference through e-procurement only. The Client shall simultaneously notify the Consultants that they have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The date of opening of financial bid will be notified in KPP Portal only.

5.5 The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The lowest bidder will be determined on least cost method.

6 NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract.

7 AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. The Consultants whose offer has been accepted will be notified by the Client prior to expiration of the validity of proposal by, e-mail or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notify the successful Consultant, the Client will promptly notify other Consultants that they were unsuccessful through KPP portal only.

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet

7.3 Notwithstanding Clause 2.8.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultants or any obligation to inform the affected Consultants or Consultants of the grounds for the Clients action.

7.4 PERFORMANCE SECURITY- Within 20 days of receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Client a Security deposit in any of the forms given below for an amount equivalent to 5% (Five percent) of the Contract price

i) Banker's cheque/Demand draft,/Pay Order in favour of in favour of Managing Director, BSWML, payable at Bangalore
ii) A Bank guarantee in the form given in Appendix F ; or
iii) Fixed deposit receipts (FDR) Pledged in the name of Managing Director, BSWML, Bangalore.

- Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The Security deposit shall be valid until a date 90 days from the date of expiry of contract period.

- The Performance Security shall be furnished from any Nationalized Banks/Schedule Commercial Banks approved by Reserve Bank of India.

8 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

No.	Section	Title	Details
1	1.1	Name of Client	**The Deputy General Manager-1, BSWML**
2	1.1	**The method of selection is:**	**Least Cost Selection Method**

3	1.2	Description of Assignment	Conducting Survey of Waste Generator and Conducting Digital Mapping for all 198 wards. The selected Agency shall undertake the following key activities: for Approximately 32 Lakh Households & Commercial Waste Generators **Design of survey form** The selected Agency shall be responsible to design a detailed structured questionnaire to capture required attributes / data. Based on the approval received from BSWML, the agency shall initiate the survey process. **Development of GIS Based application and web-portal** The selected Agency shall be responsible to create and develop the GIS based application for data collection and a linked web-portal/dashboard where the data collected can be collated and analyzed. For this, the agency shall undertake the following activities. For application: i. **Login:** This feature shall allow the surveyors and reviewers to log-in with the user ID and password generated for them by the app development team. ii. **Base map:** The base map will demarcate the properties (with PID numbers), roads, landmarks, ward boundaries and the SWM block boundaries, and will be provided by BSWML. Geo-coded RR numbers to be sought from the BESCOM. iii. **Data collection form:** The form will include all the data fields linked to each waste generator category such as type, geo-location, photograph, RR number (only for non-BG), waste produced and other specific information for certain generators. iv. **Information / help:** This should contain basic FAQs regarding usage of the app and technical details mentioned in the form. Additionally, it should have a provision to report issues regarding the app and provide feedback. v. **Progress tracker:** This is for surveyors to track their individual progress and for field coordinator to track their survey teams progress, regarding the generators surveyed vs their daily and monthly targets. vi. **Data correction:** This is visible to both the surveyor and the field coordinator and will highlight the waste generators having discrepancies. In this case, the application has to allow the surveyor to either correct individual field(s) that are incorrect or

			completely re-survey the generator. vii. **Notifications:** Notifications on the app will notify the users regarding their progress, data corrections required, or any other communication as prescribed by BSWML. viii. **History of the data edits:** A time stamp, username and details of the change made, linked to each edit that is made post the first synchronization of data needs to be recorded and made visible to the users of the app. For web-portal: i. **User ID creation and login:** This feature shall enable the creation of unique user IDs and passwords for surveyors, reviewers, field co-ordinators and BSWML officials. ii. **Resource allocation:** This feature is for the agency to allocate and plan the deployment of manpower for surveying and reviewing. iii. **Progress tracker:** This is for the field coordinators and the BSWML team to track progress based on their own allocated jurisdictions. This information must also be available as a downloadable report. iv. **Data dashboard:** This is for BSWML officials to see the analytical insights from the data captured. These insights shall be extracted at ward, division, zone, and city level. Access to these different levels is determined by the designations of the BSWML officials. There should be provision to download the dashboard data as a report/template as per the format specified by BSWML. v. **Data checking and allocation:** This will involve comparing of the input data fields received from the Surveyor to the same fields ratified by the Reviewer, and reporting the same back to the field. vi. **Notifications:** This is to notify the users with respect to their daily progress, discrepancies, or to communicate any information from the BSWML. vii. **History of the data edits:** This is to keep a track on the modifications made on each waste generator. viii. **Information / help:** Users can find answers to common questions that they may get while using the dashboard. This shall

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			also be identified as FAQ section and support. ix. **City Status Reports:** They are the analytical reports for BSWML officials, and are to be available on the web portal and must be downloadable in a .CSV format. **Training, co-ordination and on-going support** The selected agency must ensure that the on-ground survey team and the BSWML internal team is trained on how the application must be used and must provide a dedicated team for co-ordination and any other on-going support that may be required. **Primary data collection** The selected agency must provide a dedicated team of surveyors and field co-ordinators for undertaking data collection. The scope of work and requirement of each is listed below: i. **Surveyors** –They are required to undertake the door-to-door collection of data from waste generators using the digital application. He/she should have a minimum 10th pass certificate and must be able bodied. He/she must know how to read, write, and communicate in English and Kannada, and be comfortable in using digital mapping applications. The surveyor must survey a minimum of 70 generators per day. ii. **Field coordinators** - This surveyor team will be managed by field coordinators who will monitor the progress of the surveyors under them and ensure that the correct data is collected within the stipulated time frame. Field coordinators should be graduates and must know how to read, write, and communicate in English and Kannada, and be comfortable in using digital mapping applications. There needs to be a minimum provision of 1 field-coordinator for 25 surveyors. **Data ratification support** The selected agency must identify the 25% representative sample set that is required for the ratification process, and must allocate the same to the assigned BSWML official for data collection.
4	1.2	A Technical and a Financial Proposals are requested	YES
5	1.3	The Assignment is Phased	The Project assignment is for Conducting Survey of Waste Generator and Conducting Digital Mapping for all 198 wards
6	1.4	Pre proposal conference time & date	Time & date as notified in the Karnataka Public Procurement portal
7	1.4	A pre-proposal conference venue	VENUE: Office of the Deputy General Manager-1 , BSWML Contact Officer: Office of the Deputy General Manager-1 ,

			BSWML 1st Floor, UNI Building, Thimmaiah Road, Vasantha Nagar, Bengaluru – 560 052
8	1.5	Client's Inputs	will be provide available information with the respective Bengaluru Solid Waste Management Limited
9	1.7.2	The Client envisages the need for continuity for downstream work	NO
10	1.8	Clauses on fraud and Corruption	As per General Conditions of Contract.
11	2.1	Clarification of any item of the RFP	Clarifications may be requested upto *one day prior to pre-proposal conference* The address for requesting clarifications is: Contact Deputy General Manager-1 , BSWML
12	3.1	Language of the Proposal	English
13	3.3(i)	consultant may associate with other participating consultant	NO
14	3.3. (ii)	The estimated number of key and sub key professional staff months required for the assignment is:	As per manning schedule in Terms of Reference and scope of Consultant
15	3.3. (iv)	The minimum qualification and experience required for the proposed key and sub key professional staff is:	As per manning schedule in Terms of Reference and scope of Consultant
16	3.3. (vi)	Language of reports	English
17	3.4. (vii)	Training is an important feature of this Assignment	NO
18	3.4. (viii)	Additional Information in the Technical Proposal includes	NIL

<table>
<tr><td>19</td><td>3.8</td><td>Validity of Proposal</td><td>180 (One Hundred and Eighty) days from the last date of submission of proposal.</td></tr>
<tr><td>20</td><td>4.9</td><td>Last Date and time for submission of proposal</td><td>As notified in the Government of Karnataka Public Procurement portal</td></tr>
<tr><td>21</td><td>5.1</td><td>The address to send information to the Client is:</td><td>Deputy General Manager-1 , BENGALURU SOLID WASTE MANAGEMENT LIMITED,1st Floor, UNI Building, Thimmaiah Road, Vasantha Nagar, Bengaluru – 560 052</td></tr>
<tr><td></td><td>5.3</td><td>Evaluation criteria for technical proposal</td><td>
<table>
<tr><th>Sl No</th><th>Details</th><th>Points</th></tr>
<tr><td>A</td><td>1. Valid ISO Certificate for Quality Management.(5 Points)
2. Registration under the Companies Act, 1956, 2013 and ... Debtor Rules, 2019.(5 Points)
(Each point carries 5 points)</td><td>10</td></tr>
<tr><td>B</td><td>Consultant should have similar work experience of minimum one major projects in
i) Software development & Surveying activity value is not less than Rs. 360.00 Lakhs in the last 05 years (i.e., 2019-20 to 2023-24) 40 point</td><td>40</td></tr>
<tr><td>C</td><td>Adequacy of the proposed Technical Approach & Methodology and Work plan in responding to the TOR</td><td>20</td></tr>
<tr><td>D</td><td>Suitability of the transfer of knowledge program (training)</td><td>15</td></tr>
<tr><td>E</td><td>Competence of the key professional staff for the Assignment</td><td>15</td></tr>
<tr><td></td><td>Total</td><td>100</td></tr>
</table>
Competence of the key professional staff for the Assignment-
<table>
<tr><th>Sl.No.</th><th>Designations</th><th>Qualification required</th><th>No of Employees Required</th><th>Minimum work Experience in Years</th></tr>
<tr><td>1</td><td>Team</td><td>B.E/B.Tech</td><td>1</td><td>5 Years</td></tr>
</table>
</td></tr>
</table>

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<table>
<tr><td></td><td></td><td></td><td>
<table>
<tr><td></td><td>Leader</td><td>in CS/IT/Related branches</td><td></td><td></td></tr>
<tr><td>2</td><td>Field Surveyor</td><td>Above PUC preferably Diploma or Trainees</td><td>520</td><td>0-2 Years</td></tr>
<tr><td>3</td><td>Field Co-coordinator</td><td>Degree Holder</td><td>20</td><td>1-5 Years</td></tr>
</table>

The percentage split up of marks for key professional to be given for educational qualification, project experience and local experience & language are detailed below :
<table>
<tr><th>Sl.No</th><th>Details</th><th>Percentage</th></tr>
<tr><td>(i)</td><td>Educational qualifications</td><td>20</td></tr>
<tr><td>(ii)</td><td>Project experience</td><td>40</td></tr>
<tr><td>(iii)</td><td>Local experience & language</td><td>40</td></tr>
<tr><td></td><td>Sub Total</td><td>100</td></tr>
</table>

Curriculum Vitae of the key professional personnel as indicated in the Terms of Reference and Scope of Services will be considered for evaluation.
The minimum technical score required to qualify is : 75 Points</td></tr>
<tr><td>22</td><td>5.7</td><td>Weightage for Technical and Financial Score</td><td>NA</td></tr>
<tr><td>23</td><td>6.1</td><td>Location for Negotiations</td><td>At Clients Office</td></tr>
<tr><td>24</td><td>7.2</td><td>Commencement of Assignment</td><td>Within 21(seven) days of Award of Contract</td></tr>
<tr><td>25</td><td>8.1</td><td>Performance Security</td><td>5% (Five percent) of the Contract Amount</td></tr>
</table>

Letter of Acceptance (Clause 7.1)

(Letter head paper of the Client)

_____[date]

To: _____

[name and address of the Consultant]

Dear Sirs,

This is to notify you that your proposal dated _____ **for Conducting Survey of Waste Generator and Conducting Digital Mapping for all 198 wards.** Karnataka for the Contract Price of

Rupees ( ) [amount in words and figures], as corrected and modified is hereby accepted by our Department

You are hereby requested to furnish Performance Security deposit in the form detailed in Clause 2.9.1 of Information To Consultants for an amount of Rs.————— within21 days of the receipt of this letter of acceptance valid up to 90 days from the date of expiry of contract period i.e. up to ..... and sign the contract, failing which contract stands terminated.

Your's sincerely,

Deputy General Manager-1
BSWML

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

To,

Deputy General Manager-1
BSWML

Ladies/Gentlemen:

Subject: Conducting Survey of Waste Generator and Conducting Digital Mapping for all 198 wards– regarding Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal notified in the KPP portal as indent no: ..... We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope in Government of Karnataka KPP portal.

If negotiations are held by the employer, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signatory:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.
5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

CONSULTANT'S NAME:

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following two chapters:

a. Technical Approach and Methodology, and
b. Work Plan.

a. Technical Approach and Methodology: In this chapter the agency should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Agency should highlight the problems being addressed and their importance, and explain the technical approach the agency would adopt to address them. Agency should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b. Work Plan: The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms Of Reference(TOR) and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

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3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: _____

[Signature of staff member and authorized representative of the Consultant] ***Day/Month/Year***

Full name of staff member: _____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

* The Schedule should be for the period of completion of assignment

Signature:_____
(Authorized Representative)

Full Name:_____

Title:_____

Address:_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Monthwise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are months from the start of assignment]*											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

**** Modify as required for the Assignment.***

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for ----------

..... Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

No.	Description **@**	Amount (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Surveys	
	TOTAL COST	
	Consultancy Services Tax	
	TOTAL COSTS (Including Service Tax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

@ Modify the items as appropriate for the consultancy assignment.

4C. BREAKDOWN OF COSTS (RS)

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1 2 3 4					
				Total :	

* Provide the break up of the rates to show the basic salary, social costs and overhead,

III Transportation (Reimbursable) *

Total:

IV. Duty Travel to Site (Reimbursable)*

Total:

V Office Rent (Reimbursable) *

Total:

*Prepare details as appropriate for the consultancy assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

No.	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1.				
2.				
3.				
4.				

TOTAL : ----------

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment (Reimbursable)

No.	Description(*)	Unit	Quantity	Rate ( )	Amount ( )
	Office Furniture (Purchase)				
1 2 3 4 5 6					
	Office Equipment (Purchase)*				
1 2 3 4 5 6					
				Total	

* Prepare details as appropriate for the consultancy assignment

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1 2 3 4 5					
				Total	

IX. Topographical Surveys (if any)*

X. Primary and Secondary Data Collection

- Prepare details as appropriate for the consultancy assignment

SECTION 5. TERMS OF REFERENCE

Terms of Reference normally contain the following sections:

1. BACKGROUND
2. A CONCISE STATEMENT OF OBJECTIVES
3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT
4. SCHEDULE FOR COMPLETION OF TASKS
5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT
6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT
7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK
8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS
9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED. (This should be same as indicated in Clause 3.3 (iv) of Data Sheet to Information to Consultants.)

TERMS OF REFERENCE AND SCOPE OF SERVICES

1. Scope of Tender

The Deputy General Manager -1, BSWML, on behalf of the Managing Director, BSWML (Referred to as Employer in these documents) invites Lumpsum tenders following Two Cover tender procedure, from eligible Tenderers, for the works of **"**Conducting Survey of Waste Generator (and Conducting Digital Mapping for all 198 wards Call-2" (for which the geographical area is same as presently notified 225 wards of Bruhat Bengaluru Mahanagara Palike.) 1) Procurement of Software for conducting above study. 2) Hiring of IT field staffs/Surveyors for survey." (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

The selected Agency shall undertake the following key activities:

The Survey involves approximately 32 Lakhs Waste Generators which includes Household Generators as well as Commercial & Bulk Waste Generators

Design of survey form

The selected Agency shall be responsible to design a detailed structured questionnaire to capture required attributes / data. Based on the approval received from BSWML, the agency shall initiate the survey process.

Development of GIS Based application and web-portal
The selected Agency shall be responsible to create and develop the GIS based application for data collection and a linked web-portal/dashboard where the data collected can be collated and analyzed. For this, the agency shall undertake the following activities.

For application:

ix. **Login:** This feature shall allow the surveyors and reviewers to log-in with the user ID and password generated for them by the app development team.

x. **Base map:** The base map will demarcate the properties (with PID numbers), roads, landmarks, ward boundaries and the SWM block boundaries, and will be provided by BSWML. Geo-coded RR numbers to be sought from the BESCOM.

xi. **Data collection form:** The form will include all the data fields linked to each waste generator category such as type, geo-location, photograph, RR number (only for non-BG), waste produced and other specific information for certain generators.

xii. **Information / help:** This should contain basic FAQs regarding usage of the app and technical details mentioned in the form. Additionally, it should have a provision to report issues regarding the app and provide feedback.

xiii. **Progress tracker:** This is for surveyors to track their individual progress and for field coordinator to track their survey teams progress, regarding the generators surveyed vs their daily and monthly targets.

xiv. **Data correction:** This is visible to both the surveyor and the field coordinator and will highlight the waste generators having discrepancies. In this case, the application has to allow the surveyor to either correct individual field(s) that are incorrect or completely re-survey the generator.

xv. **Notifications:** Notifications on the app will notify the users regarding their progress, data corrections required, or any other communication as prescribed by BSWML.

xvi. **History of the data edits:** A time stamp, username and details of the change made, linked to each edit that is made post the first synchronization of data needs to be recorded and made visible to the users of the app.

For web-portal:

x. **User ID creation and login:** This feature shall enable the creation of unique user IDs and passwords for surveyors, reviewers, field co-ordinators and BSWML officials.

xi. **Resource allocation:** This feature is for the agency to allocate and plan the deployment of manpower for surveying and reviewing.

xii. **Progress tracker:** This is for the field coordinators and the BSWML team to track progress based on their own allocated jurisdictions. This information must also be available as a downloadable report.

xiii. **Data dashboard:** This is for BSWML officials to see the analytical insights from the data captured. These insights shall be extracted at ward, division, zone, and city level. Access to these different levels is determined by the designations of the BSWML officials. There should be provision to download the dashboard data as a report/template as per the format specified by BSWML.

xiv. **Data checking and allocation:** This will involve comparing of the input data fields received from the Surveyor to the same fields ratified by the Reviewer, and reporting the same back to the field.

xv. **Notifications:** This is to notify the users with respect to their daily progress, discrepancies, or to communicate any information from the BSWML.

xvi. **History of the data edits:** This is to keep a track on the modifications made on each waste generator.

xvii. **Information / help:** Users can find answers to common questions that they may get while using the dashboard. This shall also be identified as FAQ section and support.

xviii. **City Status Reports:** They are the analytical reports for BSWML officials, and are to be available on the web portal and must be downloadable in a .CSV format.

Training, co-ordination and on-going support

The selected agency must ensure that the on-ground survey team and the BSWML internal team is

trained on how the application must be used and must provide a dedicated team for co-ordination and any other on-going support that may be required.

Primary data collection

The selected agency must provide a dedicated team of surveyors and field co-ordinators for undertaking data collection. The scope of work and requirement of each is listed below:

iii. **Surveyors** –They are required to undertake the door-to-door collection of data from waste generators using the digital application. He/she should have a minimum 10th pass certificate and must be able bodied. He/she must know how to read, write, and communicate in English and Kannada, and be comfortable in using digital mapping applications. The surveyor must survey a minimum of 70 generators per day.

iv. **Field coordinators** - This surveyor team will be managed by field coordinators who will monitor the progress of the surveyors under them and ensure that the correct data is collected within the stipulated time frame. Field coordinators should be graduates and must know how to read, write, and communicate in English and Kannada, and be comfortable in using digital mapping applications. There needs to be a minimum provision of 1 field-coordinator for 25 surveyors.

Data ratification support

The selected agency must identify the 25% representative sample set that is required for the ratification process, and must allocate the same to the assigned BSWML official for data collection.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

[Name of Client]

and

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the_____day of the month of _____, 200___, between, on the one hand,_____(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

"….. (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely,_____and_____(hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-consultants	----------
Appendix D:	Services and Facilities to be provided by the Client	_____
Appendix E:	Breakdown of Contract Price	_____
Appendix F:	Form of Guarantee for Advance Payments	_____

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note****: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions ofContract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupeea;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations underthe Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract,as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the endof such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulentpractices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified inparagraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 andGC 3.8 .

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the

Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace anyof the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause *	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is_____].

[1.4.1 The addresses are:

Client :_____

_____

_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Consultants :_____

_____

_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : _____

For the Consultant : _____

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[1] *All Notes should be deleted in the Final Text*

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be ….. days *[Note: Fill in 30 days or any other appropriate]*or such other time period as the parties may agree in writing]

[2.3 The period shall be_____*[Note* : *Fill in the period, e.g., twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with fundsprovided under this Contract, (ii) the Consultants' property used in the performance of the Services,and (iii) any documents prepared by the Consultants in the performance of the Services.

[*Note: Fill in the blanks and delete what is not applicable*]

[3.5 (c) ***Note****: Delete where not applicable.*]

The other actions are_____.]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs._____.

[6.4 The account is :…….]

Payments shall be made according to the following schedule :

Note *: (a) the following installments are indicative only; (b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B,* ***Reporting Requirements****. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 per cent of the lump sum price, because it is assumed that at that point, the advance has been entirely setoff against the performance of services.*

- Twenty (20) percent of the Contract Price shall be paid on or after the date of effectiveness against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump sum amount shall be paid upon the submission of the draft final report.
- Twenty (20) percent of the lump sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump sum amount.

***Note : this sample clause should be specifically drafted for each contract.*]**

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

The interest rate is 5%[1] per annum

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

[1] Modify appropriately.

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

1. Monthly rates for local Personnel (Key Personnel and other Personnel)

2. Reimbursable expenditures :

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: FORM OF PERFORMANCE SECURITY (PERFORMAMANCE BANK GUARANTEE)

(Clause-2.9 of Information to Consultant)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: **……** Bank Guarantee:**……** Date: **……**

To

The Deputy General Manager-2

BSWML, Bengaluru

WHEREAS**……..**[Name and address of Consultants] hereinafter called "the Consultants") has undertaken, in pursuance of Contract No. **……** dated …… to provide the services on terms and conditions set forth in this Contract **Conducting Survey of Waste Generator and Conducting Digital Mapping for all 198 wards**

. Form of Guarantee for performance security deposit (hereinafter called the "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of …… [amount of Guarantee] ……. [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ……. [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…….. (Rs ……..) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 39 months i.e. up to 3 months beyond the expiry of contract period.

Signature and Seal of the Guarantor……. In presence of

Name and Designation

(Name, Signature &

Occupation)

Name of the Bank

Address

(Name & Occupation)

Date……